

WEISSE ARENA GRUPPE

Sports Instruction and Guided Adventure Programmes (hereinafter: STCs for Sports Instruction)

Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)

1. Scope

In addition to the WAG GTCs ([link](#)), you also accept the STCs for Sports instruction with each booking of sports instruction or with any other other guided adventure programme, such as a sports camp, children's programme or the Hubertuspfahl programme provided by the Laax School, by some other company in the Weisse Arena Gruppe or by a third-party company.

Any deviations from the STCs for Sports Instruction and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

2. Customer

You accept that your contract shall be concluded with Mountain Adventures AG (MA), regardless of the WAG Pool member that accepts and/or executes your purchase order.

3. Conclusion of contract

The contract enters into force as soon as the agreed components have been confirmed on paper or electronically and you have made your prepayment or you have paid directly on site, in a verbal transaction. You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications may differ from those published on the internet or in brochures.

4. Amendments

Once the contract has been concluded, MA may amend its programme or product/service range if amendments appear expedient, for whatever reason. Such amendments do not give rise to a right to cancel the contract or to receive compensation, unless the character of the contractually agreed component has changed substantially.

5. Prices and terms of payment

You accept the prices, exchange rates and terms of payment applicable at the conclusion of the contract. Such prices may differ from those published on the internet or in brochures.

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6. Liability

MA warrants for the provision of proper instruction as well as for contractually compliant service components. Any defects must be notified immediately on paper or electronically. Otherwise you lose any claims you may have.

In all other respects GTCs clause 8 shall be applicable ([link](#)).

7. Customer's undertakings and responsibilities

You undertake to follow the instructions of our staff. In the event of a minor, the liability lies with the parents or guardians.

If more than one person register for a specific course of instruction or adventure programme, you are responsible to ensure that all registered persons meet their contractual obligations, particularly the obligation to pay for instruction.

8. Cancellation of contract

You lose any claim for a refund or cost reduction if you cancel the contract less than 24 hours before the start of instruction or the programme, if you do not take instruction or attend the programme without giving any reason or if you stop taking instruction or attending the programme before the end. An exception will be made for non-attendance due to sickness or accident through no fault of your own. If you submit a medical certificate from a general practitioner in the Ilanz-Chur region, you will be reimbursed for the cost of any components not used.

Should you be unable to participate, you are entitled to appoint a person to replace you under your contract, so that they then become the customer. You will need to agree with your replacement on the price they should pay. MA does not refund the cost of the course.

MA may refuse or discontinue instruction or the adventure programme at any time and without paying compensation if there are justified grounds due to yourself or the minors you registered as participants.

9. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax**.

Laax, 12 Oct. 2018